

REMARKS

Claims 1-22 were pending on the February 25, 2009 mailing date of the non-final Office Action. Claim Claims 1 and 11 are being amended. Support for claim amendments can be found in the specification, at least in paragraphs [0036] - [0038]. Reconsideration of the action and further consideration is respectively requested.

§ 103 Rejections

Claims 1-22 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent No. 6,732,184 (“Merchant”) and further in view of U.S. Patent No. 6,941,472 (“Moriconi”). The Applicant respectfully disagrees.

Amended claim 1 recites in part “wherein the network device is configured . . . determine whether the network rights descriptor should be stripped from the data packet if the network rights descriptor in the data packet matches an authorized network rights descriptor, and to process the data packet after the determination.” The Applicant respectfully disagrees.

The Office Action states that Merchant teaches this claim limitation and cites Merchant, column 4, lines 1-5. The Applicant respectfully disagrees. Merchant discloses a switching system. *See Abstract.* The cited portions of Merchant states that the multiport switch contains a management information base (MIB) counters. The MIB counters provide statistical network information in the form of management information base (MIB) objects to an external management entity controlled by a host CPU. *See Col. 4, lines 1-4.* However, Merchant does not disclose “wherein the network device is configured . . . determine whether the network rights descriptor **should be stripped** from the data packet if the network rights descriptor in the data packet matches an authorized network rights descriptor, and to process the data packet after the determination,” as recited in claim 1.

Moriconi does not provide the teaching that Merchant lacks.

Claim 22 recites “receiving a data packet at the network device, the data packet including information from one or more of Layers 2 through 7 of the OSI model.” The Examiner has not addressed this limitation in the Office Action and this feature is not disclosed in either Merchant

or Moriconi. Should the Examiner maintain the rejection, the Applicant respectfully requests the Examiner to point out where in the references the above-recited limited is disclosed.

For at least these reasons, independent claims 1, 10, and 19 are allowable over Merchant and Moriconi. The remaining claims are each dependent from one of these independent claims, and so are allowable over the applied references for at least the above reasons.

Conclusion

By responding in the foregoing remarks only to particular positions taken by the Examiner, the Applicant does not acquiesce with other positions that have not been explicitly addressed. In addition, the Applicant's selecting some particular arguments for the patentability of a claim should not be understood as implying that no other reasons for the patentability of that claim exist. Finally, the Applicant's decision to amend or cancel any claim should not be understood as implying that the Applicant agrees with any positions taken by the Examiner with respect to that claim or other claims.

No fees are due. Please apply any charges not otherwise paid and any credits to deposit account 06-1050.

Respectfully submitted,

Date: May 5, 2009

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